

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

**DECLARATION OF JOHN
FELLAS IN SUPPORT OF
DR. MARCO STOFFEL
AND LAURAMCA
HOLDINGS, L.L.C.S'
SUPPLEMENTAL
MEMORANDUM OF LAW
IN FURTHER SUPPORT OF
MOTION TO DISMISS OR
STAY**

JOHN FELLAS, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury
as follows:

1. I am a partner in Hughes Hubbard & Reed LLP, attorneys for
defendants Dr. Marco Stoffel ("Dr. Stoffel") and Lauramca Holdings, LLC ("Lauramca")
(collectively "Defendants") in this action. I am a member in good standing of the Bar of the
State of New York and this Court.

2. I submit this Declaration in support of Dr. Marco Stoffel and Lauramca Holdings, L.C.C.s' Supplemental Memorandum of Law in Further Support of Motion to Dismiss, dated March 25, 2008.

3. Annexed hereto as Exhibit 1 is a true and correct copy of the Donation to Borderline Foundation in Formation, dated December 16, 1998;

4. Annexed hereto as Exhibit 2 is a true and correct copy of the Escrow Confirmation dated January 15, 1999;

5. Annexed hereto as Exhibit 3 is a true and correct copy of the Adoption of the Escrow Confirmation dated January 29, 2001;

6. Annexed hereto as Exhibit 4 is a true and correct copy of the Fiduciary Agreement between Chiltern Trust Company (Jersey) Limited as Trustee of the Alsam Settlement and Dr. Marco Stoffel concerning the Trustee's activity as Member of the Board of Directors of Alsam Holding AG and Penny Asset AG and General Attorney of First Aim Management Ltd., dated January 5, 1999;

7. Annexed hereto as Exhibit 5 is a true and correct copy of the Fiduciary Agreement between Chiltern Trust Company (Jersey) Limited as Trustee of the Colleen Settlement and Dr. Marco Stoffel concerning the Trustee's activity as Member of the Board of Directors of Colleen Investment AG and General Attorney of Madison Corporation Development Ltd., dated January 5, 1999;

8. Annexed hereto as Exhibit 6 is a true and correct copy of the the Fiduciary Agreement between Chiltern Trust Company (Jersey) Limited as Trustee of the Logany Settlement and Dr. Marco Stoffel concerning the Trustee's activity as Member of the Board of

Directors of Logany Equity AG and General Attorney of Millenium Import/Export, Ltd., dated January 5, 1999.

9. Annexed hereto as Exhibit 7 is a true and correct copy of the Employment Agreement between Colleen Investment AG and its subsidiaries Colleen Investment L.L.C. and Logany L.L.C. and Dr. Marco Stoffel, dated September 23, 2004;

10. Annexed hereto as Exhibit 8 is a true and correct copy of the Trust Agreement between Orconsult Limited, Bermuda, as Trustee of the Aquarius Trust and Capricorn Trust, and Dr. Marco Stoffel, concerning the Trustee's activity as Fiduciary Shareholder and Member of the Board of Directors of Alsam Holding AG and its subsidiaries Colleen Investment AG and Penny Asset AG, dated January 20, 2000;

11. Annexed hereto as Exhibit 9 is a true and correct copy of the Trust Agreement between Orconsult Limited, Bermuda, as Trustee of the Aquarius Trust and Capricorn Trust, and Dr. Marco Stoffel, concerning the Trustee's activity as Fiduciary Shareholder and Member of the Board of Directors of Logany Equity AG and its subsidiaries Clarick AG and Vierwaldstatter Beteiligungen AG, dated January 20, 2000;

12. Annexed hereto as Exhibit 10 is a true and correct copy of the Management Agreement between Angela Blickle, General Manager and Alsam Holding AG, Owner, dated October 26, 1998, with certified translation;

13. Annexed hereto as Exhibit 11 is a true and correct copy of the Management Agreement between Cedrick Blickle, Manager and Colleen Investment AG, Proprietor, dated October 26, 1998, with certified translation;

14. Annexed hereto as Exhibit 12 is a true and correct copy of the Management Agreement between Clarissa Blickle, Manager and Logany Equity AG, dated October 26, 1998, with certified translation;

15. Annexed hereto as Exhibit 13 is a true and correct copy of the Loan Agreement dated January 28, 2003;

16. Annexed hereto as Exhibit 14 is a true and correct copy of the Loan Agreement dated December 16, 2005;

17. Annexed hereto as Exhibit 15 is a true and correct copy of the Declaration Regarding Recipients dated January 16, 2003;

18. Annexed hereto as Exhibit 16 is a true and correct copy of the Declaration Regarding Escrow Agents dated January 16, 2003; and

19. Annexed hereto as Exhibit 17 is a true and correct copy of the Sharing Agreement for Heirs of Angela Blickle-Lucke, dated December 26, 2002, with certified translation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 25th day of March 2008.

John Fellas

A handwritten signature in black ink, appearing to read "John Fellas", is written over a horizontal line. The signature is stylized with large, flowing letters and a long, sweeping underline that extends to the right.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 1

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

Exh 167 C No 3

Blickle GmbH Co. KG

Tel: 0761796931

16 Dez. 98 8:31 Nr. 006 P. 01

Donation to Borderline Foundation in Formation

Confirmation of donation and joint instructions for respective obligations of Irish companies Millennium, First Aim and Madison: "Medecine avec Frontieres" (Schenkung mit Auflagen).

From the assets presently held through various entities in Swiss bank accounts to be brought into trusts in the total amount of DM 101,6 Mio the Blickle Family donates DM 40 Mio to Madison Corporate Developments Limited, Ireland, to put BPD on the map and find a therapy and medication.

The Trustees which will be the legal owners of these entities acknowledge the authority of the Blickle family to control the donations including the representation of the trusts, which have been made under the following conditions (Auflagen):

1)

Research agreements have to have possibility for foundations to participate in royalties should a medication or device come out of it. The foundation will engage itself to obtain money from the brothers of Holger Blickle as compensation (Schmerzensgeld) for all the pain they have caused to him. Should the foundations succeed, it is their windfall and not calculated towards the DM 40 Mio.

2)

Madison is to hold the moneys of the foundation in escrow. Even though the foundation as the legal owner of these funds, it allows Madison and the trustees to invest the amounts in their name as a fiduciary agent, but acquiring ownership of the investment proceeds for the trusts. This allows to invest in instruments which usually would not be possible for foundations and allows mixing the foundation's money with the trusts' moneys which would usually not be allowed to an escrow agent.

3)

Due to this charitable direction of the trusts, tax advantages are to be negotiated.

The Blickle family has appointed a Protector represented by Dr. Marco Stoffel to supervise the trustees in general and in particular as to the implementation of the donation. Dr. Stoffel is also to serve as director of the foundation to put together a BPD research initiative and to assure the donor that the moneys are well spent. At this will be a full time job Dr. Stoffel is to be remunerated at DM 1,3 Mio as this represents his average income as an attorney.

All relationships of our family, the trusts (including trustees, protectors and beneficiaries) and its various entities with the officers and directors of the entities as well as with the foundation are subject to Swiss law. All successors of these persons and entities are bound by this agreement. Exclusive jurisdiction falls to arbitration in Zurich/Switzerland according to the rules of the Zurich Chamber of Commerce including the mandatory submission to its Mini Trial. The parties expressly waive the right of appeal.

16.12.1998

Donors:

Irish Companies

BPD Foundation

A. Blickle

M. Stoffel

Alfred Pletscher

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 2

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

Escrow Confirmation

Exhibit C No. 4

from

Madison Corporate Developments Limited, Ireland
(hereinafter "Escrow Agent")

to

Personality Disorder Research Foundations in formation
(hereinafter "Principals")

1. Deposit of Escrow

Escrow Agent has received various securities in December 1998 on its account with Danier Hentsch & Cie in the value of Swiss Franks 24,246,313.00 equaling US Dollars 17,588,912.41 and on its account with UBS AG in the value of German Marks 11,000,000.00 equaling US Dollars 6,541,933.70.

2. Escrow Agent's Duties

Escrow Agent is holding the deposit in favor of Personality Disorder Foundation USA and Personality Disorder Foundation Switzerland in formation as the legal owners of these funds due to a donation received on December 18, 1993. Escrow Agent will pay out the amounts to the Principals and/or their grantees as per written instructions of the Treasurer of the two foundations. If there is any dispute as to whom Escrow Agent is to deliver the amount deposited, Escrow Agent shall hold the deposit until the parties rights final determined in an appropriate action of proceeding or until a competent court orders Escrow Agent to deposit the amounts with it. If no instructions or no court order is received, Escrow Agent is under no obligation to bring an action of proceeding to deposit in court, but may continue to hold the deposit.

3. Escrow Agent's Liability

Escrow Agent assumes no liability except that of a stakeholder. Escrow Agent's duties are purely administration and are limited to those specifically set out in this agreement. Escrow Agent shall incur no liability to anyone except for willful misconduct or gross negligence as long as Escrow Agent acts in good faith. The Principals and its beneficiaries release Escrow Agent from any act done or omitted in good faith in the performance of Escrow Agent's duties.

4. Escrow Agent's Rights

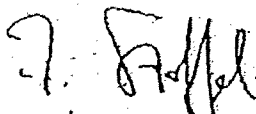
Escrow Agent need not to defend any action or proceeding brought against Escrow Agent with respect to the subject matter or terms of this agreement unless Escrow Agent receives a written request to do so and is indemnified to Escrow Agent's satisfaction against a constant expense, including legal fees of the defense. Escrow Agent is entitled to charge reasonable bounty fees for the services of carrying out its duties.

CB

CDK

Any successors to the Principals and/or the Escrow Agent are bound by the rights and duties stipulated in this agreement. In case of disputes an arbitration tribunal is to be set up according to the rules of the Zurich Chamber of Commerce and the seat of the arbitration tribunal shall be Zurich/Switzerland. The parties expressly waive their right to appeal the arbitration award.

Zurich, January 15, 1999



Madison Corporate Developments Limited

CB



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 3

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

to Zurich FCN b.

Adoption of Escrow Confirmation of January 15, 1999

Whereas due to the changes in the Irish law Madison Corporate Development Limited is to be dissolved and its accounts to be liquidated;

Whereas two new BVI companies have been established, namely Maytown Universal SA and Plympton Universal SA, to succeed Madison;

Whereas some of the moneys of the Madison accounts have been transferred to the accounts two new BVI companies at Bankers Trust New York (Maytown) and Darier Hentsch Zurich (Plympton);

Whereas transfers were made from these two accounts of Maytown and Plympton to the account of Colleen Investment LLC with Bankers Trust;

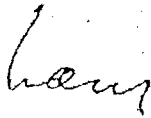
Now Therefore the undersigned parties adopt the Escrow Confirmation dated 1/15/1999 as follows:

1. Maytown succeeds Madison as Escrow Agent under the escrow agreement.
2. The Swiss foundation Stiftung Persoenlichkeitsstoerungen and the US foundation Third Millennium Foundation are added as Principals to the escrow agreement in addition to Personality Disorder Research Foundation.
3. Whatever moneys were already or will be transferred from the accounts that Madison held with Darier Hentsch and UBS are to be held in favor of the three Principals under the escrow agreement and thus the accounts of Maytown with Bankers Trust and of Plympton with Darier Hentsch are subject to the claim of the three Principals.
4. Whatever moneys were already or will be transferred on from these Maytown and Plympton accounts to the accounts of Colleen Investment LLC with Bankers Trust or with certain real estate funds like Blackstone and Apollo or with Logany LLC remain under the escrow obligations and rights.

The Escrow Confirmation of 1/15/99 forms an integral part of this Agreement. Any successors to the Principals and/or Escrow Agent are bound by the rights and duties stipulated herein. Disputes under this Agreement are subject to arbitration according to the rules of the Zurich Chamber of Commerce, the seat of the arbitration tribunal being Zurich/Switzerland. The parties expressly waive their right to appeal the arbitration award.

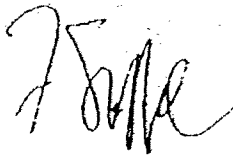
Zurich, January 29, 2001

Maytown Universal SA & Plympton Universal SA,
Colleen Investment AG & Colleen Investment LLC:



Hans Ottiger
Director of Alsam Holding AG

Personality Disorder Research Foundation,
Third Millennium Foundation:



Marco Stoffel, Director of
Personality Disorder Research Foundation
And Third Millennium Foundation

Exhibit C No. 6

Consent of Treasurer
Under the Escrow Confirmation of 1/15/99 and 3/14/02

I, as the undersigned Treasurer of the joint venture between Stiftung Persoenlichkeitsstoerungen, Basel/Switzerland (hereinafter StPSt), and Borderline Personality Disorder Research Foundation, Delaware/USA (hereinafter BPDRF), do hereby consent to the adoption of the following resolution based on the authority given to me under the Agreement of 1/15/99 as adopted on 1/29/01:

Whereas the primary grantees are research centers which received funding as per the joint venture confirmation of Jul6, 2000, in particular through the two research foundations as follows:

StPSt for University of Basel, of Oslo and of Freiburg;
and
BPDRF for University of Cornell, of Rockefeller and of Yale;

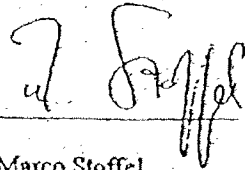
Whereas for administrative convenience the secondary grantees received funding through Third Millennium Foundation, Delaware/USA (TMF);

Thus resolved, that The escrow amount of USD 24'130'846.11 is to be paid out as follows in agreed upon installments:

1. USD 10'000'000 to BPDRF
2. USD 3'000'000 to StPSt
3. USD 11'130'846.11 to TMF

with the consent to use the respective amount for their present grantees and any further grantees they may select.

Dated: March 15, 2002


Marco Stoffel

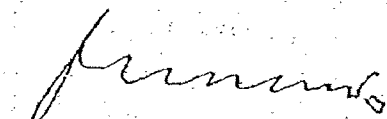
CB
CellB

Referring to the enclosed Escrow Confirmation of January 15, 1999 the successors hereby confirm that they have taken over the rights and duties as follows:


1. For the Principals:

Exhibit C No. 7

Stiftung Persönlichkeitsstörungen, Basel/Switzerland:



RA Martin Hug, Secretary

Borderline Personality Disorder Research Foundation, Delaware/USA
Third Millennium Foundation, Delaware /USA


Ray Merritt, Secretary

2. For the Escrow Agent

Maytown Universal SA, Tortola/BVI


Guido Banholzer, Director

Annexed hereto and made a part hereof:
Consent of Joint Venture Treasurer

Dated: March 18, 2002

CB

CB

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 4

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

FIDUCIARY AGREEMENT

between

Chiltern Trust Company (Jersey) Limited as Trustees of the Absam Settlement

(hereinafter called the Principal)

and

Dr. Marco Stoffel (Zurich)

(hereinafter called the Trustee)

concerning

the Trustee's activity as

Member of the Board of Directors of Absam Holding AG and Penny Asset AG
and General Attorney of First Aim Management Ltd.

(hereinafter referred to as the Activity
resp. as the Company)

Commencement of the Agreement

This Agreement shall become effective, if need be retroactively, upon receipt by the Trustee of the Principal's instructions with respect to the Trustee's Activity.

Duties and Obligations of the Trustee

The Trustee undertakes to act according to the instructions from the Principal. He may also act on instructions received from third parties provided the Principal has informed the Trustee that such third parties are entitled to give instructions on his behalf.

The Trustee shall be entitled to act at his own discretion a) in the case of contradictory instructions, b) if it is not possible to ask for instructions or if the instructions are not received in due course, and c) whenever special instructions are not required.

In all cases the applicable legislation, the Trustee's moral standards and the rules of his professional and social standing shall prevail.

Duties and Obligations of the Principal

The Principal undertakes to meet without reservation and in their entirety all liabilities, costs and other financial duties and obligations the Trustee might incur because of the Activity.

Neither the Principal nor third parties on whom the Principal can have an influence, shall hold the Trustee liable for any damages whatsoever resulting from the Activity.

The Principal shall assume and pay at first request the Trustee's expenses from any legal proceedings with regard to his Activity, and such obligation shall not be affected by any termination of the Agreement.

Code
OP

75

349

The Trustee is liable for unlawful behaviour or in gross negligence (article 100, para. 1 of the Swiss Code of Obligations).

The principal shall inform the Trustee at least twice a year of the status and the development of the Company should the Trustee not receive or be in possession of such information anyway.

In the event of the Company's insolvency the Principal will subordinate his present and future claims against the Company in favour of all other persons and entities, including the Trustee. The Principal undertakes to make sure that the Company always has sufficient means to promptly meet its commitments, in particular the claims of the Company's creditors, the tax authorities and the Trustee, etc.

Payment to the Trustee

The Trustee shall receive a sum of Fr. 30'000.- as compensation for his assuming the function or functions defined as Activity. Further, he shall be entitled to a regular adjustment for inflation. Additional services and expenses shall be reimbursed separately.

Termination of the Trust Agreement

This Agreement can be terminated at any time with immediate effect by either party; for termination by the Principal the consent of the Protector New Eagle Corporation Limited is needed to be effective. The Principal's obligations remain in force for as long as the Trustee, as result of the Activity, has a responsibility towards the Company or third parties, or for as long as any claims from his Activity can be made against him.

The Principal undertakes to bind over to any successor all of his obligations resulting from this Agreement. He shall be liable for the Trustee's claims until the latter expressly releases him from his obligation.

Final Provisions

The Trustee may, if legally obliged, submit this Agreement to the Swiss authorities.

This Agreement is exclusively subject to SWISS LAW. In the event of a dispute between the parties in connection with this Agreement the parties will submit to the arbitration proceeding according to the rules of the Swiss Code on International Private Law, the place of arbitration being ZURICH.

Place/Date

The Principal

Consolidated
Robert Stevenson

The Trustee

J. S. S. S.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 5

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

FIDUCIARY AGREEMENT

between

Chiltern Trust Company (Jersey) Limited as Trustees of the Colleen Settlement

(hereinafter called the Principal)

and

Dr. Marco Stoffel (Zurich)

(hereinafter called the Trustee)

concerning

the Trustee's activity as

Member of the Board of Directors of Colleen Investment AG
and General Attorney of Madison Corporation Development Ltd.

(hereinafter referred to as the Activity
resp. as the Company)

Commencement of the Agreement

This Agreement shall become effective, if need be retroactively, upon receipt by the Trustee of the Principal's instructions with respect to the Trustee's Activity.

Duties and Obligations of the Trustee

The Trustee undertakes to act according to the instructions from the Principal. He may also act on instructions received from third parties provided the Principal has informed the Trustee that such third parties are entitled to give instructions on his behalf.

The Trustee shall be entitled to act at his own discretion a) in the case of contradictory instructions, b) if it is not possible to ask for instructions or if the instructions are not received in due course, and c) whenever special instructions are not required.

In all cases the applicable legislation, the Trustee's moral standards and the rules of his professional and social standing shall prevail.

Duties and Obligations of the Principal

The Principal undertakes to meet without reservation and in their entirety all liabilities, costs and other financial duties and obligations the Trustee might incur because of the Activity.

Neither the Principal nor third parties on whom the Principal can have an influence, shall hold the Trustee liable for any damages whatsoever resulting from the Activity.

The Principal shall assume and pay at first request the Trustee's expenses from any legal proceedings with regard to his Activity, and such obligation shall not be affected by any termination of the Agreement.

under
of 75
351

2

The Trustee is liable for unlawful behaviour or in gross negligence (article 100, para. 1 of the Swiss Code of Obligations).

The principal shall inform the Trustee at least twice a year of the status and the development of the Company should the Trustee not receive or be in possession of such information anyway.

In the event of the Company's insolvency the Principal will subordinate his present and future claims against the Company in favour of all other persons and entities, including the Trustee. The Principal undertakes to make sure that the Company always has sufficient means to promptly meet its commitments, in particular the claims of the Company's creditors, the tax authorities and the Trustee, etc.

Payment to the Trustee

The Trustee shall receive a sum of Fr. 20'000.- as compensation for his assuming the function or functions defined as Activity. Further, he shall be entitled to a regular adjustment for inflation. Additional services and expenses shall be reimbursed separately.

Termination of the Trust Agreement

This Agreement can be terminated at any time with immediate effect by either party; for termination by the Principal the consent of the Protector New Eagle Corporation Limited is needed to be effective. The Principal's obligations remain in force for as long as the Trustee, as result of the Activity, has a responsibility towards the Company or third parties; or for as long as any claims from his Activity can be made against him.

The Principal undertakes to bind over to any successor all of his obligations resulting from this Agreement. He shall be liable for the Trustee's claims until the latter expressly releases him from his obligation.

Final Provisions

The Trustee may, if legally obliged, submit this Agreement to the Swiss authorities.

This Agreement is exclusively subject to SWISS LAW. In the event of a dispute between the parties in connection with this Agreement the parties will submit to the arbitration proceeding according to the rules of the Swiss Code on International Private Law, the place of arbitration being ZURICH.

Place/Date

Zurich, Jan. 1, 99

The Principal

The Trustee

Armin Hutter
/ulot N. Stevens

J. F. F. F.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 6

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

FIDUCIARY AGREEMENT

between

Chiltern Trust Company (Jersey) Limited as Trustees of the Logany Settlement

(hereinafter called the Principal)

and

Dr. Marco Stoffel (Zurich)

(hereinafter called the Trustee)

concerning

the Trustee's activity as

Member of the Board of Directors of Logany Equity AG
and General Attorney of Millennium Import/Export Ltd.

(hereinafter referred to as the Activity
resp. as the Company)

Commencement of the Agreement

This Agreement shall become effective, if need be retroactively, upon receipt by the Trustee of the Principal's instructions with respect to the Trustee's Activity.

Duties and Obligations of the Trustee

The Trustee undertakes to act according to the instructions from the Principal. He may also act on instructions received from third parties provided the Principal has informed the Trustee that such third parties are entitled to give instructions on his behalf.

The Trustee shall be entitled to act at his own discretion a) in the case of contradictory instructions, b) if it is not possible to ask for instructions or if the instructions are not received in due course, and c) whenever special instructions are not required.

In all cases the applicable legislation, the Trustee's moral standards and the rules of his professional and social standing shall prevail.

Duties and Obligations of the Principal

The Principal undertakes to meet without reservation and in their entirety all liabilities, costs and other financial duties and obligations the Trustee might incur because of the Activity.

Neither the Principal nor third parties on whom the Principal can have an influence, shall hold the Trustee liable for any damages whatsoever resulting from the Activity.

The Principal shall assume and pay at first request the Trustee's expenses from any legal proceedings with regard to his Activity, and such obligation shall not be affected by any termination of the Agreement.

Under
75
353

The Trustee is liable for unlawful behaviour or in gross negligence (article 100, para. 1 of the Swiss Code of Obligations).

The principal shall inform the Trustee at least twice a year of the status and the development of the Company should the Trustee not receive or be in possession of such information anyway.

In the event of the Company's insolvency the Principal will subordinate his present and future claims against the Company in favour of all other persons and entities, including the Trustee. The Principal undertakes to make sure that the Company always has sufficient means to promptly meet its commitments, in particular the claims of the Company's creditors, the tax authorities and the Trustee, etc.

Payment to the Trustee

The Trustee shall receive a sum of Fr. 20'000.- as compensation for his assuming the function or functions defined as Activity. Further, he shall be entitled to a regular adjustment for inflation. Additional services and expenses shall be reimbursed separately.

Termination of the Trust Agreement

This Agreement can be terminated at any time with immediate effect by either party; for termination by the Principal the consent of the Protector New Eagle Corporation Limited is needed to be effective. The Principal's obligations remain in force for as long as the Trustee, as result of the Activity, has a responsibility towards the Company or third parties, or for as long as any claims from his Activity can be made against him.

The Principal undertakes to bind over to any successor all of his obligations resulting from this Agreement. He shall be liable for the Trustee's claims until the latter expressly releases him from his obligation.

Final Provisions

The Trustee may, if legally obliged, submit this Agreement to the Swiss authorities.

This Agreement is exclusively subject to SWISS LAW. In the event of a dispute between the parties in connection with this Agreement the parties will submit to the arbitration proceeding according to the rules of the Swiss Code on International Private Law, the place of arbitration being ZURICH.

Place/Date

Zurich, Jan 5, 88

The Principal

The Trustee

Walter Motz
Robert N. Stenhouse

W. Stoffel

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844


EXHIBIT 7

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

17/08 '07 SO 10:39 FAX 41 1 253 63 74

STOFFEL & PARTNER

010

US Employment Agreement 

02/27/2007 13:17 2125971956

STOFFEL

PAGE 05/08

Employment Agreement

between

Colleen Investment AG, Achereggstrasse 10, 6362 Stansstad, Switzerland

and its subsidiaries Colleen Investment LLC and Logany LLC

both at 660 Madison Avenue, New York, NY 10022, USA.

(hereinafter the "Companies")

and

Dr. Marco Stoffel, 60 Birchall Drive, Scarsdale, NY 10583

(hereinafter the "Employee").

1. For good consideration, the Companies confirm the ongoing employment with the following terms and conditions.

2. Terms of Employment. Employee has received salaries in the past from Colleen Investment LLC and Logany LLC and for the time being shall receive his salary from Colleen Investment LLC only. In addition Employee receives a director fee from Colleen Investment AG. This parties might switch again and have the salary paid from the latter, especially in case the Employee moves back to Switzerland.

3. Salary. The Companies shall pay Employee a salary of \$ 350,000 per year, for the services of the Employee, payable at regular payroll periods. In addition there is a Retirement Fund set up for the Employee, which can be terminated at any time upon his wish under the entitlement to increase his salary accordingly.

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

STOFFEL 014619

011

17/08 '07 SO 10:39 FAX 41 1 253 63 74

STOFFEL & PARTNER

83/27/2887 13:17 2129371955

STOFFEL

Page 86/88

4. **Duties and Position.** The Companies hires the Employee in the capacity of President. He receives his instructions from Orconaut Limited, who is the shareholder of the parent company Alean Holding AG. Together with the Secretary and Treasurer he mainly oversees the property manager for Logany LLC (One Broadway), as well as the real estate fund managers and portfolio managers of Colleen Investment LLC. The Employee's duties may be reasonably modified at the Companies's discretion from time to time. Assume of the funding for the activities of the two US entities come from the two BVI companies Maytown Universal SA and Plympton Universal SA the Companies confirm, that this is not part of your duties. The same goes for possible financing from or to the five other Swiss companies that Colleen Investment AG is related to.

5. **Employee to Devote Full Time to Companies.** The Employee will devote full time, attention, and energies to the business of the Companies, and, during this employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. The Companies are aware that the Employee also provides consulting services as a subcontractor to Orconaut SA and its companies in connection with the trustee position of Orconaut Limited. Those services are to be billed separately just like services provided to the trust beneficiaries and the Protector of the underlying Trusts. Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies.

6. **Confidentiality of Proprietary Information.** Employee agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. Should Employee reveal or threaten to reveal this information, the Companies shall be entitled to an injunction restraining the Employee from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed, the right to secure an injunction is not exclusive, and the Companies may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee.

7. **Reimbursement of Expenses.** The Employee may incur reasonable expenses for furthering the Companies's business, including expenses for entertainment, travel, and similar items. The Companies shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Companies policy.

8. **Vacation.** The Employee shall be entitled to a yearly vacation of five weeks at full pay.

9. **Disability.** In the event that the Employee cannot perform the duties because of illness or incapacity for a period of more than 4 months, the compensation otherwise due during said illness or incapacity will be reduced by 60%. The Employee's full compensation will be reinstated upon return to work. However, if the Employee is absent from work for any reason for a continuous period of over 8 months, the Companies may terminate the Employee's employment, and the Companies's obligations under this agreement will cease on that date.

10. **Termination of Agreement.** Without cause, the Companies may terminate this agreement at any time upon 3 months' written notice to the Employee. If the Companies requests, the Employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination. In addition, the Companies will pay the Employee on the date of the termination a severance allowance of one full annual salary at the last level less taxes and Social Security required to be withheld, without cause, the Employee may terminate employment upon 3 months' written notice to the Companies. Employee may be required to perform his or her duties and will be paid the regular salary to date of termination but shall not receive severance.

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

STOFFEL 014620

012

17/08 '07 SO 10:39 FAX 41 1 253 83 74

STOFFEL & PARTNER

03/27/2007 13:17 2129371956

STOFFEL

PAGE 07/08

allowance. Notwithstanding anything to the contrary contained in this agreement, the Companies may terminate the Employee's employment upon six weeks' notice to the Employee should any of the following events occur:

- (a) The sale of substantially all of the Companies's assets to a single purchaser or group of associated purchasers; or
- (b) The sale, exchange, or other disposition, in one transaction of the majority of the Companies's outstanding corporate shares; or
- (c) The Companies's decision to terminate its business and liquidate its assets;
- (d) The merger or consolidation of the Companies with another Companies.
- (e) Bankruptcy or chapter 11 reorganization.

11. **Death Benefit.** Should Employee die during the term of employment, the Companies shall pay to Employee's estate any compensation due through the end of the month in which death occurred.

12. **Assistance in Litigation.** Employee shall upon reasonable notice, furnish such information and proper assistance to the Companies as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment. Such assistance is due only at the seat of Colleen Investment AG and Alsace Holding AG.

13. **Indemnification.** The Companies undertake to meet without reservation and their entirety all liabilities, costs and other financial duties and obligations the Employee might incur because of his employment. Neither the Companies nor third parties shall hold the Employee liable for damages whatsoever resulting from his employment activity. The Employee has a right of retention and can set off his claims with funds of the Companies. The Companies shall pay at first request the Employee's expenses from any legal proceedings with regard to his employment, and such obligation shall have no change should the employment have been already terminated.

14. **Effect of Prior Agreements.** This Agreement supersedes any prior agreement between the Companies or any predecessor of the Companies and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation accruing to the Employee of a kind elsewhere provided and not expressly provided in this agreement.

15. **Applicable Law and Settlement by Arbitration.** This Agreement is exclusively subject to Swiss Law, the place of arbitration being Zurich. Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled exclusively by arbitration in accordance with the rules of the Zurich Chamber of Commerce. The parties submit to the Mini Trial mediation process as provided by the Chamber appointing the President of the Chamber or a person designated by him as the Mediator. Should the mediation fail, each side appoints one arbitrator and the two arbitrators appoint the Chairman. The parties expressly waive their right to appeal and thus the award is final.

This fax was received by GRI FAXmaker fax server. For more information, visit: <http://www.gri.com>

STOFFEL 014621

013

17/06 '07 SO 10:40 FAX 41 1 253 63 74

STOFFEL & PARTNER

03/27/2007 13:17 2129371955

STOFFEL

PAGE 00/00


16. Scope and Waiver. Should Companies make breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee. The entire Agreement is also applicable to disputes with Maytown Universal SA and Pyramon Universal SA (parent company Clarix AG) and the five related Swiss companies of Colson Investment AG. Thus the undersigned commits these five Swiss companies and the two BVI companies as director of two holding companies Logstry Equity AG and Alstam Holding AG.

17. Severability. If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Companies (or any predecessor thereof) and the Employee shall be deemed reinstated as if this agreement had not been executed.

18. Assumption of Agreement by Companies's Successors and Assignees. The Companies's rights and obligations under this agreement will inure to the benefit and be binding upon the Companies's predecessor owners, its successors and assignees.

September 23, 2004

For the Companies and their related entities:



Hans Otter

Director Alstam Holding AG and Logstry Equity AG

For the Employee:



Dr. Marco Stoffel

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

STOFFEL 014622

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 8

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

Dde. A

[Handwritten signatures and initials]
B 10

TRUST AGREEMENT

between

Orconsult Limited, Bermuda, as Trustee of Aquarius Trust and Capricorn Trust

(hereinafter called the Principal)

and

Dr. Marco Stoffel, Zurich

(hereinafter called the Trustee)

concerning

the Trustee's activity as

Fiduciary Shareholder and Member of the Board of Directors

(hereinafter referred to as the Activity)

of

~~Alban Holding AG~~ and its subsidiaries ~~Colleen Investment AG~~ and ~~Penny Asset AG~~, all with seat in Hergiswil/NW

(hereinafter referred to as the Companies)

Commencement of the Agreement

This Agreement shall become effective, if need be retroactively, upon receipt by the Trustee of the Principal's instructions with respect to the Trustee's Activity.

Duties and Obligations of the Trustee

The Trustee undertakes to act according to the instructions from the Principal. He may also act on instructions received from third parties provided the Principal has informed the Trustee that such third parties are entitled to give instructions on his behalf.

The Trustee shall be entitled to act at his own discretion a) in the case of contradictory instructions, b) if it is not possible to ask for instructions or if the instructions are not received in due course, and c) whenever special instructions are not required.

In all cases the applicable legislation, the Trustee's moral standards and the rules of his professional and social standing shall prevail.

[Handwritten signature]

STOFFEL 06905

4/003

Duties and Obligations of the Principal

The Principal undertakes to meet without reservation and in their entirety all liabilities, costs and other financial duties and obligations the Trustee might incur because of the Activity.

Neither the Principal nor third parties on whom the Principal can have an influence, shall hold the Trustee liable for any damages whatsoever resulting from the Activity.

The Principal shall assume and pay at first request the Trustee's expenses from any legal proceedings with regard to his Activity, and such obligation shall not be affected by any termination of the Agreement.

The Trustee is liable for unlawful behaviour or in gross negligence (article 100, para. 1 of the Swiss Code of Obligations).

The principal shall inform the Trustee at least twice a year of the status and the development of the Companies should the Trustee not receive or be in possession of such information anyway.

In the event of the Companies' insolvency the Principal will subordinate his present and future claims against the Companies in favour of all other persons and entities, including the Trustee. The Principal undertakes to make sure that the Companies always has sufficient means to promptly meet its commitments, in particular the claims of the Companies' creditors, the tax authorities and the Trustee, etc.

Payment to the Trustee

The Trustee shall receive a sum of Fr. 30'000 from Alsam Holding AG and Fr.20'000 each from Collect Investment AG and Penny Asset AG as compensation for his assuming the function or functions defined as Activity. Further, he shall be entitled to a regular adjustment for inflation. Additional services and expenses shall be reimbursed separately.

Termination of the Trust Agreement

This Agreement can be terminated at any time with immediate effect by either party. The Principal's obligations remain in force for as long as the Trustee, as result of the Activity, has a responsibility towards the Companies or third parties, or for as long as any claims from his Activity can be made against him.

The Principal undertakes to bind over to any successor all of his obligations resulting from this Agreement. He shall be liable for the Trustee's claims until the latter expressly releases him from his obligation.

75 Jt

STOFFEL 06906

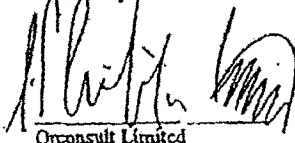
Final Provisions

The Trustee may, if legally obliged, submit this Agreement to the Swiss authorities.

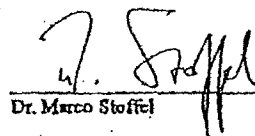
This Agreement is exclusively subject to SWISS LAW, the place of arbitration being ZURICH. In the event of a dispute between the parties in connection with this Agreement the parties will submit to the arbitration proceeding according to the rules of the Zurich Chamber of Commerce, each party appointing one arbitrator and the two arbitrators appointing the Chairman. The parties expressly waive their right to appeal and thus the award is final.

Zurich, January 20, 2000

The Principal


Orconsult Limited

The Trustee


Dr. Marco Stoffel

STOFFEL 06907

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 9

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

TRUST AGREEMENT

between

Orconsult Limited, Bermuda, as Trustee of Aquarius Trust and Capricorn Trust

(hereinafter called the Principal)

and

Dr. Marco Stoffel, Zurich

(hereinafter called the Trustee)

concerning

the Trustee's activity as

Fiduciary Shareholder and Member of the Board of Directors

(hereinafter referred to as the Activity)

of

Logany Equity AG and its subsidiaries Clarick AG and Vierwaldstetter Beteiligungen AG, all with seat in Hergiswil/NW

(hereinafter referred to as the Companies)

Commencement of the Agreement

This Agreement shall become effective, if need be retroactively, upon receipt by the Trustee of the Principal's instructions with respect to the Trustee's Activity.

Duties and Obligations of the Trustee

The Trustee undertakes to act according to the instructions from the Principal. He may also act on instructions received from third parties provided the Principal has informed the Trustee that such third parties are entitled to give instructions on his behalf.

The Trustee shall be entitled to act at his own discretion a) in the case of contradictory instructions, b) if it is not possible to ask for instructions or if the instructions are not received in due course, and c) whenever special instructions are not required.

In all cases the applicable legislation, the Trustee's moral standards and the rules of his professional and social standing shall prevail.

75 9 6
STOFFEL 06902

0000

Duties and Obligations of the Principal

The Principal undertakes to meet without reservation and in their entirety all liabilities, costs and other financial duties and obligations the Trustee might incur because of the Activity.

Neither the Principal nor third parties on whom the Principal can have an influence, shall hold the Trustee liable for any damages whatsoever resulting from the Activity.

The Principal shall assume and pay at first request the Trustee's expenses from any legal proceedings with regard to his Activity, and such obligation shall not be affected by any termination of the Agreement.

The Trustee is liable for unlawful behaviour or in gross negligence (article 100, para. 1 of the Swiss Code of Obligations).

The principal shall inform the Trustee at least twice a year of the status and the development of the Companies should the Trustee not receive or be in possession of such information anyway.

In the event of the Companies' insolvency the Principal will subordinate his present and future claims against the Companies in favour of all other persons and entities, including the Trustee. The Principal undertakes to make sure that the Companies always has sufficient means to promptly meet its commitments, in particular the claims of the Companies' creditors, the tax authorities and the Trustee, etc.

Payment to the Trustee

The Trustee shall receive a sum of Fr. 30'000 from Vocerwaldstätter Beteiligungen AG and Fr.20'000 each from Clarick AG and Logany Equity AG as compensation for his assuming the function or functions defined as Activity. Further, he shall be entitled to a regular adjustment for inflation. Additional services and expenses shall be reimbursed separately.

Termination of the Trust Agreement

This Agreement can be terminated at any time with immediate effect by either party. The Principal's obligations remain in force for as long as the Trustee, as result of the Activity, has a responsibility towards the Companies or third parties, or for as long as any claims from his Activity can be made against him.

The Principal undertakes to bind over to any successor all of his obligations resulting from this Agreement. He shall be liable for the Trustee's claims until the latter expressly releases him from his obligation.

75. 9 6

STOFFEL 06903

01/20 00 MI 12:00 FAX

0007

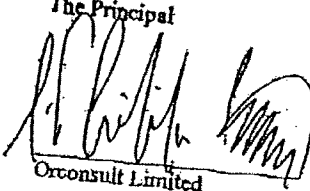
Final Provisions

The Trustee may, if legally obliged, submit this Agreement to the Swiss authorities.

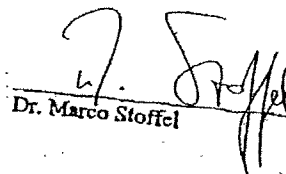
This Agreement is exclusively subject to SWISS LAW, the place of arbitration being ZURICH. In the event of a dispute between the parties in connection with this Agreement the parties will submit to the arbitration proceeding according to the rules of the Zurich Chamber of Commerce, each party appointing one arbitrator and the two arbitrators appointing the Chairman. The parties expressly waive their right to appeal and thus the award is final.

Zurich, January 20, 2000

The Principal


Orconsult Limited

The Trustee


Dr. Marco Stoffel

STOFFEL 06904

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 10

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

MANAGEMENT AGREEMENT

BETWEEN

ANGELA BLICKLE
Landweg 3, 6052 Hergiswil

GENERAL MANAGER

AND

ALSAM HOLDING AG
Obermattweg 12, 6052 Hergiswil

OWNER

1. Position of the general manager

The general manager assumes the complete operative responsibility for the owner. In particular is she responsible for the organization, planning, administration, finances and human resources. She also fully represents the owner to the public.

2. Duties of the general manager

The general manager is subject to the directive authority of the owner. She makes an annual budget.

During her management mandate the general manager must keep any facts that become known to her including but not limited to company, trade and business secrets etc. completely confidential and may not use these facts in any way.

STOFFEL 021088

The general manager may not accept any further employment during the duration of the agreement and is subject to a non-competition clause in Switzerland after termination of the agreement.

3. Compensation

The general manager will not receive any compensation, since it is a family-owned business.

4. Place of jurisdiction and applicable law

This agreement is subject to Swiss law. In the event of any disputes arbitration proceedings must be held according to the rules of the Zurich Chamber of Commerce. The place of the arbitration court is Zurich. A sole arbitrator will be appointed; in the event that the parties cannot agree on the sole arbitrator the president of the Zurich Chamber of Commerce will appoint such a sole arbitrator. The parties expressly waive their right to appeal the decision of the arbitration court.

Hergiswil, October 26, 1998

Owner:

[signature]
Alsam Holding AG

General manager:

[signature]
Angela Blickle



TRANSPERFECT

ALBANY

AMSTERDAM

ATLANTA

AUSTIN

BARCELONA

BOSTON

BRUSSELS

CHARLOTTE

CHICAGO

DALLAS

DENVER

DUBLIN

FRANKFURT

GENEVA

HONG KONG

HOUSTON

IRVINE

LONDON

LOS ANGELES

MIAMI

MINNEAPOLIS

MONTREAL

MUNICH

NEW YORK

PARIS

PHILADELPHIA

PORTLAND

RESEARCH
TRIANGLE PARK

SAN DIEGO

SAN FRANCISCO

SAN JOSE

SEATTLE

SINGAPORE

STOCKHOLM

SYDNEY

TOKYO

TORONTO

VANCOUVER

WASHINGTON, DC

City of New York, State of New York, County of New York

I, Rika Honda, hereby certify that the following is, to the best of my knowledge, ability and belief, a true and accurate translation of the document 'Exhibit 51' from German into English.

I am an employee of Transperfect Inc., an ISO 9001:2000 certified provider of language services with experience at all 200 of the AmLaw Top 200 firms.

Rika Honda

Sworn to before me this
8th day of January, 2008

Signature, Notary Public

PAUL D. RALSTON
Notary Public, State of New York
No. 01RA6023867
Qualified in Queens County
Commission Expires May 3, 2011

Stamp, Notary Public

MANDATSVERTRAG
betreffend Penney Asset AG, Hergiswil/NW

zwischen

Angela Blickle

(nachfolgend die Auftraggeberin)

und

Dr. Marco Stoffel

(nachfolgend der Auftragnehmer)

1. Der Auftragnehmer hat den Auftrag, treuhänderisch für einen noch zu errichtenden Trust der Auftraggeberin die Penney Asset AG zu gründen. Zweck dieser Gesellschaft ist es, als Tochtergesellschaft dieses Trusts alle Immobilienbeteiligungen der Auftraggeberin auf sich oder eine von ihr beherrschte Drittgeseilschaft übertragen zu bekommen resp. zu halten. Dazu gehören insbesondere die Beteiligung der Auftraggeberin an der Blickle GmbH & Co. KG (Freiburger Immobilien), der direkte und der Indirekte (über Fimco Sarl) Eigentumsanteil an der Liegenschaft Port-Grimaud sowie der Gesamthandanteil an der Ferienwohnung Gstaad.

Die Auftraggeberin verfügt zudem über eine Vollmacht ihres Ehemannes. Gestützt darauf ist der Auftragnehmer auch bevollmächtigt, dessen Anteile an den genannten Immobilien auf die Penney Asset AG oder eine von ihr beherrschte Drittgeseilschaft (zB. Blickle GmbH & Co.KG) zu übertragen.

Der Auftragnehmer persönlich und die Penney Asset AG sind je einzeln ermächtigt, in Vertretung der Auftraggeberin und gestützt auf die Vollmacht auch für meinen Mann die nötigen Verträge und Urkunden zum Abschluss zu bringen und alle im Zusammenhang mit deren Vollzug nötigen Erklärungen abzugeben, damit alle Immobilienbeteiligungen der Auftraggeberin auf die Penney Asset AG oder eine von dieser beherrschte Drittgeseilschaft übertragen werden können.

2. Der Auftragnehmer ist als treuhänderischer Aktionär und Verwaltungsrat für die den noch zu errichtenden Trust der Auftraggeberin bei der Penney Asset AG,

Hergiswil/NW tätig. Ueberdies wird der Auftragnehmer Generalbevollmächtigter des Trusts der Auftraggeberin. Er übt diese Mandate im Rahmen der Rechtsordnung und der guten Sitten aus.

Der Trust der Auftraggeberin wird verpflichtet sein, den Auftragnehmer für jeden Schaden, der diesem aus den Ausführungen des vorliegenden Auftrags entsteht, schadlos zu halten, es sei denn, dem Auftragnehmer sei pflichtwidrig grobes Verschulden oder gar Absicht anzulasten.

Der Trust der Auftraggeberin wird verpflichtet sein, den Auftragnehmer für den gesamten Aufwand sowie sämtliche Kosten und Auslagen, welche ihm im Zusammenhang mit der Gesellschaft resp. dieser Vereinbarung resp. aus der Mandatsführung entstehen, vollumfänglich zu entschädigen und dem Auftragnehmer auf erstes Verlangen genügend Mittel zur Deckung der jährlichen Unterhaltskosten der Gesellschaft etc. zur Verfügung zu stellen. Der Auftragnehmer ist jederzeit dazu ermächtigt, diesen Aufwand direkt aus dem Vermögen der Gesellschaft zu decken.

Sollte die Gesellschaft zahlungsunfähig werden, gilt Rangrücktritt für die Forderungen der Auftraggeber. Sobald der Trust der Auftraggeberin errichtet ist, wird von ihm zusätzlich ein direkter Mandatsvertrag mit dem Auftragnehmer abgeschlossen.

3. Der Auftragnehmer erhält ein Jahreshonorar von Fr. 20'000.-, zahlbar im voraus. Barauslagen und Beratungstätigkeit werden gesondert vergütet.

Die Auftraggeberin resp. deren Trust ist verpflichtet, ihre Pflichten aus diesem Mandatsvertrag auf jegliche Rechtsnachfolger zu übertragen, bleibt aber dem Auftragnehmer weiterhin haftbar solange dieser sie nicht daraus mit schriftlicher Verzichtserklärung entlässt.

4. Änderungen und Ergänzungen dieses Vertrages bedürfen zu ihrer Gültigkeit der Schriftform.

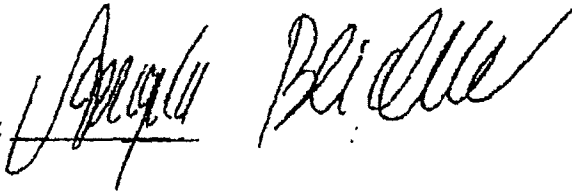
Diese Vereinbarung untersteht schweizerischem Recht.

Streitigkeiten über die Penney- und Trust-Tätigkeit des Auftragnehmers fallen unter die Zuständigkeit eines Einzelschiedsrichters mit Sitz in Zürich. Die Regeln dieses Schiedsgerichtsverfahren bestimmen sich nach der ICC Paris, welche auch den Schiedsrichter ernennt. Die Parteien verzichten ausdrücklich auf ihr Recht zur Anfechtung des Schiedsspruches.

Freiburg i.Br./Zürich, 17. August 1998

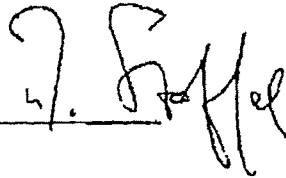
Die Auftraggeberin:

Angela Blicke:

A handwritten signature in black ink, appearing to read 'Angela Blicke', written over a horizontal line.

Der Auftragnehmer:

Dr. Marco Stoffel:

A handwritten signature in black ink, appearing to read 'M. Stoffel', written over a horizontal line.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 11

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

Management Agreement

Between

Cedrick Blickle
Landweg 3, 6052 Hergiswil

Manager

And

Colleen Investment AG
Penny Asset AG
Obermattweg 12, 6052 Hergiswil

Proprietor

1. Appointment of the manager

The manager will assume all of the responsibility from the proprietor on April 1, 1999, meaning he will be the manager in both companies starting on that date. He is particularly responsible for organization, planning, administration, finances and human resources. He will also represent the proprietor in all matters, including external business.

2. The manager's duties

The manager is subject to the proprietor's supervisory authority. He will create an annual budget.

The manager must maintain silence regarding all knowledge, such as, but not exclusive to corporate, trade and business secrets and to not utilize this in any way during the duration of the management mandate.

The manager may also not take another job during the duration of the contract and is subject to the non-competition clause in Switzerland after termination of the contract.

3. Compensation

The function as manager is not paid because it is a family-owned business.

4. Jurisdiction and applicable law

This contract is subject to Swiss law. Arbitration proceedings according to the rules of Zurich's board of trade are to take place in the case of disagreements. The arbitration panel is based in Zurich. An individual arbitrator will be named; the President of Zurich's board of trade will name this arbitrator if the parties are unable to decide on this arbitrator amongst themselves. The parties expressly forego the possibility of appealing the verdict of these proceedings.

Hergiswil, October 26, 1998

Proprietor:

[signature]
Colleen Investment AG
Penny Asset AG

Manager:

[signature]
Cedrick Blickle



TRANSPERFECT

ALBANY

AMSTERDAM

ATLANTA

AUSTIN

BARCELONA

BOSTON

BRUSSELS

CHARLOTTE

CHICAGO

DALLAS

DENVER

DUBLIN

FRANKFURT

GENEVA

HONG KONG

HOUSTON

IRVINE

LONDON

LOS ANGELES

MIAMI

MINNEAPOLIS

MONTREAL

MUNICH

NEW YORK

PARIS

PHILADELPHIA

PORTLAND

RESEARCH
TRIANGLE PARK

SAN DIEGO

SAN FRANCISCO

SAN JOSE

SEATTLE

SINGAPORE

STOCKHOLM

SYDNEY

TOKYO

TORONTO

VANCOUVER

WASHINGTON, DC

City of New York, State of New York, County of New York

I, Rika Honda, hereby certify that the following is, to the best of my knowledge, ability and belief, a true and accurate translation of the document 'Exhibit 66' from German into English.

I am an employee of Transperfect Inc., an ISO 9001:2000 certified provider of language services with experience at all 200 of the AmLaw Top 200 firms.

Rika Honda

Sworn to before me this
8th day of January, 2008

Signature, Notary Public

PAUL D. RALSTON
Notary Public, State of New York
No. 01RA6023867
Qualified in Queens County
Commission Expires May 3, 2011

Stamp, Notary Public

12/03/2007 08:59 2129371956

STOFFEL

PAGE 18/12

GESCHÄFTSFÜHRER-VERTRAG

ZWISCHEN

CEDRICK BLICKLE
Landweg 3, 6052 Hergiswil

GESCHÄFTSFÜHRER

UND

COLLEEN INVESTMENT AG
PENNY ASSET AG
Obermattweg 12, 6052 Hergiswil

GESCHÄFTSINHABER

1. Stellung des Geschäftsführers

Der Geschäftsführer übernimmt ab 1. April 1999 die gesamte operative Verantwortung für die Geschäftsinhaberin dh er wird ab dann Geschäftsführer in beiden Gesellschaften. Insbesondere trägt er die Verantwortung für Organisation, Planung, Administration, Finanzen und Personelles. Er vertritt die Geschäftsinhaberin vollumfänglich auch nach aussen.

2. Pflichten des Geschäftsführers

Der Geschäftsführer untersteht dem Weisungsrecht des Geschäftsinhabers. Er erstellt ein jährliches Budget.

Der Geschäftsführer hat während der Dauer des Geschäftsführer-Mandates über sämtliche ihm bekanntgewordenen Tatsachen wie insbesondere, aber nicht ausschliesslich Firmen-, Betriebs- und Geschäftsgeheimnisse etc. absolutes Stillschweigen zu bewahren und diese Tatsachen in keiner Weise zu verwerfen.

12/03/2007 MON 08:51 [TX/RX NO 6407] @010

STOFFEL 021092

12/03/2007 08:59 2129371956

STOFFEL

PAGE 11/12

2

Die Geschäftsführerin unterliegt auch einem Verbot einer weiteren Anstellung während der Vertragsdauer und einem Wettbewerbs-Verbot auf dem Gebiet der Schweiz nach Beendigung des Vertrages.

3. Vergütung

Die Tätigkeit als Geschäftsführerin erfolgt ohne Entgelt, da es sich um eine Familienunternehmung handelt.

4. Gerichtsstand und anwendbares Recht

Dieser Vertrag untersteht schweizerischem Recht. Im Falle von Streitigkeiten ist ein Schiedsgerichtsverfahren nach den Regeln der Zürcher Handelskammer durchzuführen. Sitz des Schiedsgerichtes ist Zürich. Es wird ein Einzelschiedsrichter ernannt; sollten sich die Parteien auf die Person dieses Einzelschiedsrichters nicht einigen, bestimmt der Präsident der Zürcher Handelskammer diesen Einzelschiedsrichter. Die Parteien verzichten ausdrücklich auf einen Weiterzug des Schiedsgerichtsurteils.

Hergiswil, 26. Oktober 1998

Geschäftsinhaber:


Colleen Investment AG
Penny Asset AG

Geschäftsführer:


Cedrick Blickle

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 12

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

Management Agreement

Between

Clarissa Blickle
Landweg 3, 6052 Hergiswil

Manager

And

Logany Equity AG
Obermattweg 12, 6052 Hergiswil

Proprietor

1. Appointment of the manager

The manager will assume all of the operating responsibility from the proprietor. In particular, she will be responsible for organization, planning, administration, finances and human resources. She will also represent the proprietor in all matters, including external business.

2. The manager's duties

The manager is subject to the proprietor's supervisory authority. She will create an annual budget.

The manager must maintain silence regarding all knowledge, such as, but not exclusive to corporate, trade and business secrets and to not utilize this in any way during the duration of the management mandate.

STOFFEL 021090

The manager may also not take another job during the duration of the contract and is subject to the non-competition clause in Switzerland after termination of the contract.

3. Compensation

The function as manager is not paid because it is a family-owned business.

4. Jurisdiction and applicable law

This contract is subject to Swiss law. Arbitration proceedings according to the rules of Zurich's board of trade are to take place in the case of disagreements. The arbitration panel is based in Zurich. An individual arbitrator will be named; the President of Zurich's board of trade will name this arbitrator if the parties are unable to decide on this arbitrator amongst themselves. The parties expressly forego the possibility of appealing the verdict of these proceedings.

Hergiswil, October 26, 1998

Proprietor:

[signature]
Logany Equity AG

Manager:

[signature]
Clarissa Blicke

STOFFEL 021091



TRANSPERFECT

ALBANY

AMSTERDAM

ATLANTA

AUSTIN

BARCELONA

BOSTON

BRUSSELS

CHARLOTTE

CHICAGO

DALLAS

DENVER

DUBLIN

FRANKFURT

GENEVA

HONG KONG

HOUSTON

IRVINE

LONDON

LOS ANGELES

MIAMI

MINNEAPOLIS

MONTREAL

MUNICH

NEW YORK

PARIS

PHILADELPHIA

PORTLAND

RESEARCH
TRIANGLE PARK

SAN DIEGO

SAN FRANCISCO

SAN JOSE

SEATTLE

SINGAPORE

STOCKHOLM

SYDNEY

TOKYO

TORONTO

VANCOUVER

WASHINGTON, DC

City of New York, State of New York, County of New York

I, Rika Honda, hereby certify that the following is, to the best of my knowledge, ability and belief, a true and accurate translation of the document 'Exhibit 66' from German into English.

I am an employee of Transperfect Inc., an ISO 9001:2000 certified provider of language services with experience at all 200 of the AmLaw Top 200 firms.

Rika Honda

Sworn to before me this
8th day of January, 2008

Signature, Notary Public

PAUL D. RALSTON
Notary Public, State of New York
No. 01RA6023867
Qualified in Queens County
Commission Expires May 3, 2011

Stamp, Notary Public

12/03/2007 08:59 2129371955

STOFFEL

PAGE 07/12

GESCHÄFTSFÜHRER-VERTRAG

ZWISCHEN

CLARISSA BLICKLE
Landweg 3, 6052 Hergiswil

GESCHÄFTSFÜHRERIN

UND

LOGANY EQUITY AG
Obermattweg 12, 6052 Hergiswil

GESCHÄFTSINHABER

1. Stellung der Geschäftsführerin

Die Geschäftsführerin übernimmt die gesamte operative Verantwortung für die Geschäftsinhaberin. Insbesondere trägt sie die Verantwortung für Organisation, Planung, Administration, Finanzen und Personelles. Sie vertritt die Geschäftsinhaberin vollumfänglich auch nach aussen.

2. Pflichten der Geschäftsführerin

Die Geschäftsführerin untersteht dem Weisungsrecht des Geschäftsinhabers. Sie erstellt ein jährliches Budget.

Die Geschäftsführerin hat während der Dauer des Geschäftsführer-Mandates über sämtliche ihr bekanntgewordenen Tatsachen wie insbesondere, aber nicht ausschliesslich Firmen-, Betriebs- und Geschäftsgeheimnisse etc. absolutes Stillschweigen zu bewahren und diese Tatsachen in keiner Weise zu verwerthen.

①

12/03/2007 MON 08:51 [TX/RX NO 6407] 007

STOFFEL 021090

12/03/2007 08:59 2129371956

STOFFEL

PAGE 08/12

2

Die Geschäftsführerin unterliegt auch einem Verbot einer weiteren Anstellung während der Vertragsdauer und einem Wettbewerbs-Verbot auf dem Gebiet der Schweiz nach Beendigung des Vertrages.

3. Vergütung

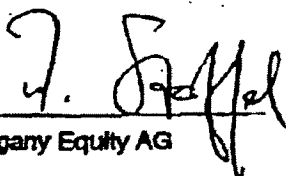
Die Tätigkeit als Geschäftsführerin erfolgt ohne Entgelt, da es sich um eine Familienunternehmung handelt.

4. Gerichtsstand und anwendbares Recht

Dieser Vertrag untersteht schweizerischem Recht. Im Falle von Streitigkeiten ist ein Schiedsgerichtsverfahren nach den Regeln der Zürcher Handelskammer durchzuführen. Sitz des Schiedsgerichtes ist Zürich. Es wird ein Einzelschiedsrichter ernannt; sollten sich die Parteien auf die Person dieses Einzelschiedsrichters nicht einigen, bestimmt der Präsident der Zürcher Handelskammer diesen Einzelschiedsrichter. Die Parteien verzichten ausdrücklich auf einen Weiterzug des Schiedsgerichtsurteils.

Hergiswil, 26. Oktober 1998

Geschäftsinhaber:


Logany Equity AG

Geschäftsführerin:


Clarissa Blickle

00

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 13

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

ORCONSULT SA

Mr. + Mrs.
Marco + Sue Stoffel
50 Birchall Drive
Scarsdale N.Y. 10583

Zurich, January 28, 2003

*Assignment of USD 1'237'500.00 loan granted to you by HVB Banque Luxemburg
(HVB) re: Birchall Drive*

Dear Mr. and Mrs. Stoffel

We refer to the notification sent to you by HVB on January 21, 2003, according to which the bank has assigned to our company the loan including all subsidiary rights effective January 2, 2003.

We herewith confirm that we carry on this loan, which was granted for the acquisition of your Scarsdale home on March 11, 1999. Our loan is for a term of 2 (two) years, starting from its initial maturity date of July 31, 2004 i.e. until July 31, 2006 with accrual of interest until maturity at the reduced rate of 2.5% p.a. instead of the rate charged by HVB (8.25% p.a.). This preferential rate is granted to you in view of your involvement as director and/or officer of various group companies.

In case of non payment at maturity, Mrs. Stoffel as owner of the Birchall Drive property grants us direct foreclosure rights into this property for principal and accrued interest.

Secondarily, insofar as the foreclosure proceeds should not entirely cover our claims, we are entitled to offset any shortfall against any amounts due to Mr. Stoffel in connection with his employment with the various group companies.

This agreement shall be governed by and construed in accordance with the laws of Switzerland.

All disputes arising out and in connection with this agreement shall be finally settled according to the conciliation and arbitration rules of the Swiss Chamber of Commerce, Zurich.

Sincerely yours
ORCONSULT SA



WENIGSTRASSE 7 - POSTFACH - CH-8028 ZÜRICH
TEL: +41 1 257 27 27 - FAX: +41 1 257 27 00 - E-Mail: info@orconsult.com
MwSt-Nr.: 255 627

STOFFEL 020989

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 14

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS



ORCONSULT

Mr. + Mrs.
Marco + Sue Stoffel
50 Birchall Drive
Scarsdale N.Y. 10583

Zurich, December 16, 2005

Dear Mr. and Mrs. Stoffel

Referring to our credit line confirmation of June 15, 2001 we confirm the following:

The USD 1700'000.- limit of the credit line is exhausted with the USD 1'350'000.- that Mrs. Stoffel and the USD 300'000.- that Lauramca Holdings LLC has received.

To secure these two loans Mr. Stoffel has undertaken in his capacity as managing member of Lauramca Holdings LLC to grant Orconsult SA direct foreclosure rights into Lauramca Holdings LLC's townhouse on 340 West 12th Street, New York in case of non-payment at maturity.

As we had agreed in 1999 when you took on your assignment the maturity will be June 24, 2009, when the 10 years are over that we agreed for your minimum length of remaining with our group in your capacity as director of the various group companies. The interest rate applicable is 2.5%.

As per our arrangement the repayment obligation for the credit line of USD 1700'000.- will be forgiven if and when you have exceeded the 10 years employment duration.

This agreement shall be governed by and construed in accordance with the laws of Switzerland. All disputes arising out and in connection with this agreement shall be finally settled according to the conciliation and arbitration rules of the Zurich Chamber of Commerce.

Please countersign this confirmation for consent by you and Lauramca Holdings LLC.

Sincerely yours
ORCONSULT SA

For consent:

Dr. Marco Stoffel

ORCONSULT SA, Wenggenstrasse 7, Postfach 231-8826, Zurich
E: info@orconsult.ch T: +41 (0)44 255 27 00 F: +41 (0)44 255 27 01 E-mail: info@orconsult.ch Internet: www.orconsult.ch
MVA ST-Nr. 236 527

STOFFEL 021003

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 15

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

Declaration regarding Recipients

Exhibit C No. 8/1

For the period of January 1, 1999 through December 31, 2001 (Accounting Period) the undersigned Clarissa and Cedrick Blickle (both hereinafter referred to as "Depositors") hereby declare the following in favour of Stiftung Persoenlichkeitsstoerungen (StPS), Borderline Personality Disorder Research Foundation BPDF) and Third Millennium Foundation (TMF) as well as their Secretaries and Treasurers (M.Hug, R.Merritt, M.Stoffel) (all six hereinafter referred to as "Recipients"):

- U
- A. Depositors remise, release and forever discharge Recipients from any and all claims, losses, damages, demands and liabilities whatsoever which may at any time be asserted by any person or entity relating to, arising out of, or in any way connected with their activity under the enclosed agreements of 1/15/99, 3/15/02 and 3/18/02 and the acts done or omitted by them as Recipients during the Accounting Period.
- U
- B. Depositors agree to hold harmless and, to the extent of the property received by each of them, jointly and severally to reimburse and indemnify, and their respective legal representatives, successors, heirs, assigns, executors and administrators, of, from and against any and all claims, losses, damages, demands and liabilities whatsoever which may at any time be asserted by any person or entity relating to, arising out of, or in any way connected with their activity and the acts done or omitted by them during the Accounting Period.

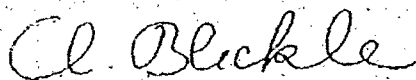
CAB
CB

- 2
- C. Represent, covenant and warrant that they have no claims against the three foundations which received the escrow amounts (SIPSt, BPDF, TMF) nor against the Recipients of these foundations.
- D. Intend this agreement to have the same effect as a court decree or judgment and, upon the assertion by any person or entity of any claims or demands relating to, arising out of, or in any way connected with the activity; and waive the issuance and service of any process in any judicial action or proceeding which they may elect to bring for the settlement of their accounts, and consent to the entry of a final judgment, decree or order judicially settling the same without further notice to them.
- E. Agree that they will, in the future, execute any documents, proper in form and content, required to give effect to the provisions of this Agreement. AND the undersigned do hereby agree that the foregoing agreement shall be binding upon and shall inure to the benefit of the undersigned, their mother Angela Blickle and their father Holger Blickle, and their respective heirs, distributees, next of kin, executors, administrators, legal and personal representatives, successors and assigns, as the case may be.
- F. AND this agreement shall be governed in all respects by SWISS LAW. In the event of a dispute between the parties in connection with this Agreement the parties will submit to the arbitration proceeding according to the rules of the Swiss Code on International Private Law, the place of arbitration being ZURICH. An arbitration tribunal of three arbitrators is to be formed. The rules of the Zurich Chamber of

CAB
CB

Commerce apply including Mini Trial. The Depositors and the Escrow Agents each appoint one arbitrator. In case one or both sides cannot agree on their one arbitrator, the Chamber's President appoints him. The two party arbitrators elect the Chairman of the arbitration tribunal. The parties expressly waive their right to appeal against the arbitration award.

January 16, 2003



Clarissa Blickle



Cedrick Blickle

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 16

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

Declaration regarding Escrow Agents

Exhibit C No 8/2

For the period of January 1, 1999 through December 31, 2001 (Accounting Period) the undersigned Clarissa and Cedrick Blicke (Depositors) hereby declare the following in favour of Madison Corporate Development Limited and Dr. Marco Stoffel as well as Maytown Universal SA and Mr. Guido Banholzer (Escrow Agents):

- u*
- A. Depositors remise, release and forever discharge Escrow Agents from any and all claims, losses, damages, demands and liabilities whatsoever which may at any time be asserted by any person or entity relating to, arising out of, or in any way connected with their activity as escrow agents under the enclosed agreements of 1/15/99, 3/15/02 and 3/18/02 and the acts done or omitted by them during the Accounting Period.
- u*
- B. Depositors agree to hold harmless and, to the extent of the property received by each of them, jointly and severally to reimburse and indemnify, and their respective legal representatives, successors, heirs, assigns, executors and administrators, of, from and against any and all claims, losses, damages, demands and liabilities whatsoever which may at any time be asserted by any person or entity relating to, arising out of, or in any way connected with their activity as escrow agents and the acts done or omitted by them during the Accounting Period.
- CAB*
CB

- C. Represent, covenant and warrant that they have no claims against the three foundations which received the escrow amounts (StPSt, BPDRF, TMF) nor against the grantees of these foundations.
- D. Intend this agreement to have the same effect as a court decree or judgment and, upon the assertion by any person or entity of any claims or demands relating to, arising out of, or in any way connected with the activity as escrow agent, and waive the issuance and service of any process in any judicial action or proceeding which they may elect to bring for the settlement of their accounts, and consent to the entry of a final judgment, decree or order judicially settling the same without further notice to them.
- E. Agree that they will, in the future, execute any documents, proper in form and content, required to give effect to the provisions of this Agreement. AND the undersigned do hereby agree that the foregoing agreement shall be binding upon and shall inure to the benefit of the undersigned, their mother Angela Blickle and their father Holger Blickle, and their respective heirs, distributees, next of kin, executors, administrators, legal and personal representatives, successors and assigns, as the case may be.
- F. AND this agreement shall be governed in all respects by SWISS LAW. In the event of a dispute between the parties in connection with this Agreement the parties will submit to the arbitration proceeding according to the rules of the Swiss Code on International Private Law, the place of arbitration being ZURICH. An arbitration tribunal of three arbitrators is to be formed. The rules of the Zurich Chamber of

CAB
CB

Commerce apply including Mini Trial. The Depositors and the Escrow Agents each appoint one arbitrator. In case one or both sides cannot agree on their one arbitrator, the Chamber's President appoints him. The two party arbitrators elect the Chairman of the arbitration tribunal. The parties expressly waive their right to appeal against the arbitration award.

January 16, 2003



Clarissa Blickle



Cedrick Blickle

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VISTRA TRUST COMPANY (JERSEY)
LIMITED AS TRUSTEE OF THE ALSAM;
COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM
HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG;
VIERWALDSTATTER BETEILIGUNGEN
AG; CLARICK AG; COLLEEN
INVESTMENT, L.L.C.; LOGANY, L.L.C.;
AND WILLIAM TACON, RECEIVER AND
MANAGER OF THE ASSETS OF
MAYTOWN UNIVERSAL SA AND
PLYMPTON UNIVERSAL SA,

Plaintiffs,

-against-

DR. MARCO STOFFEL; ALBE
ASSOCIATES LIMITED; BLUECOLT
SECURITIES CORPORATION;
LAURAMCA HOLDINGS, L.L.C.; AND
JOHN DOES 1-10,

Defendants.

Index No.: 08 CV 02844

EXHIBIT 17

TO THE
DECLARATION OF JOHN FELLAS IN SUPPORT OF
DR. MARCO STOFFEL AND LAURAMCA HOLDINGS, L.L.C.S'
SUPPLEMENTAL MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION TO DISMISS

Sharing Agreement for Heirs of Angela Blickle-Lucke

Angela G. Blickle, neé Lucke
Born in Leipzig/Germany on 12/31/1947
Deceased in Hergiswil/Switzerland 02/16/1999

Today appeared before me, the undersigned Notary Public in Dennis

1) Holger Blickle

Residing in Dennis, Mass.
Born 11/13/1943 in Heidelberg/Germany
And presented identification of his German passport

And

2) Clarissa Blickle

Residing in Hergiswil, Switzerland
Born on 01/16/1976 in Freiburg i.Br./Germany
And presented identification of her German passport

3) Cedrick Blickle

Residing in Hergiswil, Switzerland
Born on 02/14/1979 in Freiburg i.Br./Germany
And presented identification of his German passport

And they requested attestation of the following

Sharing Agreement of Heirs

After I, as Notary Public, was convinced of the legal competence of the persons appearing before me, they declared:

-Page 1/3-

STEFFEL 021082

1. The estate inventory (along with addendum relating to wife and mother Angela Blickle-Lucke, who died on 2/16/1999) prepared by the Municipality of Hergiswil/Switzerland is recognized as correct and complete by all of the persons appearing.
2. All of the transactions undertaken by Angela Blickle-Lucke on the basis of the power of attorney from person appearing no. 1) dated 1/20/1998 are hereby expressly approved by Holger Blickle. In particular, he approves the transfers of accounts and custody accounts (securities) at Deutsche Bank Freiburg and Dresdner Bank undertaken prior to the death of Angela Blickle-Lucke. Said balances were transferred to persons appearing nos. 2) and 3) on a fiduciary basis, in order to bridge the time until the decedent was able to donate the balances to the charitable organizations she had selected; person appearing no. 1) hereby acknowledges said transaction as correct and waives any and all claims against his children and the donee organizations in connection therewith.
3. The sale of the Freiburg real property to Penny Assets AG undertaken prior to the death of Angela Blickle-Lucke is approved by all three of the persons appearing. The donations of said sales proceeds and the bank balances at Dresdner Bank and Deutsche Bank to charitable organizations undertaken by Angela Blickle-Lucke prior to her death is likewise hereby expressly approved. The consultants utilized by Angela Blickle-Lucke for said transfers and donations are hereby granted release from liability.
4. The assignment of the statutory forced share and statutory supplemental forced share claims of person appearing no. 1) to his brothers arising from the estate of his parents undertaken prior to the death of Angela Blickle-Lucke on the basis of the power of attorney is hereby acknowledged and approved by person appearing no. 1). For the arrangement concerning this process among the persons appearing, reference is made to the agreements concluded on 12/26/2001 and 12/24/2002, which shall be deemed to constitute an integrated component of this contract.
5. The transfers of bank balances (particularly Dresdner Bank, Commerzbank, Deutsche Bank and UBS) undertaken among the three persons appearing following the death of Angela Blickle-Lucke by separate agreements are hereby approved once again.

The transfers of residences and real property in Gstaad (Switzerland) and Port Grimaud (France) to persons appearing nos. 2) and 3) undertaken by separate agreements are hereby approved once again.

For purposes of the implementation of the aforementioned transactions, persons appearing nos. 2) and 3) and the consultants they utilized for this purpose are hereby granted release from liability.

6. The three persons appearing hereby declare that they have, on the basis of this contract, reached a full settlement of all claims arising from the estate of Angela Blickle-Lucke, as well as any and all additional claims arising from other legal relationships.
7. The law of the place of conclusion of the contract shall govern for purposes of the form of this contract. Swiss law shall govern the content of the contract. In the event of disputes arising from this contract, an arbitration Court seated in Zürich shall have exclusive jurisdiction; in this regard, an individual arbitration judge appointed by the Chamber shall render a decision. The rules of the Zürich Chamber of Commerce, including mini-trial, shall be applicable. The parties expressly waive contestation of the arbitration judgment.

The foregoing record was read aloud to the persons appearing, approved by them and personally signed as follows:

Dennis, December 26, 2002

[signature]
Holger Blickle

[signature]
Clarissa Blickle

[signature]
Cedrick Blickle

Then personally appeared before me,
the above named, and acknowledged
the foregoing to be his act
and deed.



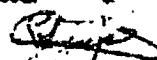
CORDELL JOSEPH
NOTARY PUBLIC
My Commission Expires May 8, 2009

Then personally appeared before me,
the above named, and acknowledged
the foregoing to be his act
and deed.



CORDELL JOSEPH
NOTARY PUBLIC
My Commission Expires May 8, 2009

Then personally appeared before me,
the above named, and acknowledged
the foregoing to be his act
and deed.



CORDELL JOSEPH
NOTARY PUBLIC
My Commission Expires May 8, 2009



TRANSPERFECT

ALBANY

AMSTERDAM

ATLANTA

AUSTIN

BARCELONA

BOSTON

BRUSSELS

CHARLOTTE

CHICAGO

DALLAS

DENVER

DUBLIN

FRANKFURT

GENEVA

HONG KONG

HOUSTON

IRVINE

LONDON

LOS ANGELES

MIAMI

MINNEAPOLIS

MONTREAL

MUNICH

NEW YORK

PARIS

PHILADELPHIA

PORTLAND

RESEARCH
TRIANGLE PARK

SAN DIEGO

SAN FRANCISCO

SAN JOSE

SEATTLE

SINGAPORE

STOCKHOLM

SYDNEY

TOKYO

TORONTO

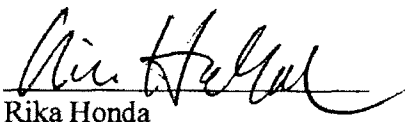
VANCOUVER

WASHINGTON, DC

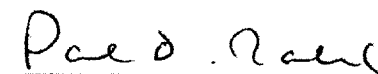
City of New York, State of New York, County of New York

I, Rika Honda, hereby certify that the following is, to the best of my knowledge, ability and belief, a true and accurate translation of the document 'Exhibit 14' from German into English.

I am an employee of Transperfect Inc., an ISO 9001:2000 certified provider of language services with experience at all 200 of the AmLaw Top 200 firms.


Rika Honda

Sworn to before me this
8th day of January, 2008


Signature, Notary Public

PAUL D. RALSTON
Notary Public, State of New York
No. 01RA6023867
Qualified in Queens County
Commission Expires May 3, 2011

Stamp, Notary Public

12/03/2007 13:03 2129371956

STOFFEL

PAGE 02/19

Teilungsvertrag Nachlass Angela Blickle-Lucke

Angela G. Blickle geb. Lucke

geboren in Leipzig/Deutschland am 31.12.1947

gestorben in Hergiswil/Schweiz am 16.02.1999

Vor mir, dem unterzeichneten Notar in Dennis erschienen heute

1) Holger Blickle

wohnhaft in Dennis, Mass.

geboren am 13.11.43 in Heidelberg/Deutschland

ausgewiesen durch deutschen Reisepass

und

2) Clarissa Blickle

wohnhaft in Hergiswil, Schweiz

geboren am 16.01.76 in Freiburg i.Br. /Deutschland

ausgewiesen durch deutschen Reisepass

3) Cedrick Blickle

wohnhaft in Hergiswil, Schweiz

geboren am 14.02.79 in Freiburg i.Br. /Deutschland

ausgewiesen durch deutschen Reisepass

und ersuchten mich um die Beurkundung des nachstehenden

Erteilungsvertrages

Nachdem ich, der Notar, mich von der Geschäftsfähigkeit der Erschienenen
überzeugt hatte, erklärten sie :

-Seite 1/3 -

12/03/2007 13:03 2129371955

STOFFEL

PAGE 03/19

1. Das von der Gemeinde Hergiswil/Schweiz erstellte Nachlassinventar samt Nachtrag betreffend der am 16.02.99 verstorbenen Ehefrau und Mutter Angela Blickle-Lucke wird von allen drei Erschienenen als korrekt und vollstaendig anerkannt.
2. Saemtliche von Angela Blickle-Lucke gestuetzt auf die Vollmacht des Erschienenen zu 1) vom 20.01.98 vorgenommenen Transaktionen werden hiermit von Holger Blickle ausdruesslich genehmigt. Insbesondere genehmigt er die vorgaengig zu ihrem Tod von Angela Blickle-Lucke vorgenommenen Uebertragungen von Konto- und Depotguthaben (Wertpapiere) bei der Deutschen Bank Freiburg und der Dresdner Bank. Diese Guthaben wurden treuhaenderisch auf die Erschienenen zu 2) und 3) uebertragen, um die Zeit zu ueberbruecken, bis die Verstorbene die Guthaben an die von ihr ausgewaehlten karitativen Organisationen schenken konnte; der Erschienenen zu 1) anerkennt diesen Vorgang als korrekt und verzichtet auf jegliche Ansprueche im Zusammenhang damit gegenueber seinen Kindern und den beschenkten Organisationen.
3. Der vorgaengig zum Tod der Angela Blickle-Lucke vorgenommene Verkauf der Freiburger Liegenschaften an Penny Asset AG wird von allen drei Erschienenen genehmigt. Die durch Angela Blickle-Lucke vor ihrem Tod vorgenommenen Schenkungen dieses Verkaufserloeses und der Bankguthaben bei Dresdner Bank und Deutschen Bank an karitative Organisationen werden hiermit ebenfalls ausdruesslich genehmigt. Den von Angela Blickle-Lucke fuer diese Uebertragungen und Schenkungen beigezogenen Beratern wird hiermit Decharge erteilt.
4. Die vorgaengig zum Tod der Angela Blickle-Lucke gestuetzt auf die Vollmacht vorgenommene Abtretung der Pflichtteils- und Pflichtteilsergaenzungsansprueche des Erschienenen zu 1) gegen seine Brueder aus dem Nachlass seiner Eltern wird hiermit von ihm ebenfalls anerkannt und genehmigt. Fuer die Regelung zu diesem Prozess unter den Erschienenen wird auf die am 26.12.01 und 24.12.02 getroffenen Vereinbarungen verwiesen, welche als integrierender Bestandteil dieses Vertrages gelten.
5. Die unter den drei Erschienenen nach dem Tod der Angela Blickle-Lucke mit separaten Abreden vorgenommenen Uebertragungen von Bankguthaben (insbesondere Dresdner Bank, Commerzbank, Deutsche Bank und UBS) werden hiermit nochmals genehmigt.

Die mit separaten Abreden vorgenommenen Uebertragungen der Wohnungen und Grundstuecke Gstaad (Schweiz) und Port Grimaud (Frankreich) auf die Erschienenen zu 2) und 3) werden hiermit nochmals genehmigt.

- Seite 2/3 -

12/03/2007 MON 12:56 [TX/RX NO 6413] 0003

STOFFEL 021083

12/03/2007 13:03 2129371956

STOFFEL


PAGE 84/19

Fuer die Durchfuehrung der vorgenannten Transaktionen wird den Erschienenen zu 2) und 3) sowie den von diesen dafuer beigezogenen Beratern hiermit Decharge erteilt.

6. Die drei Erschienenen erklaren sich gestuetzt auf diesen Vertrag als per saldo aller Ansprueche aus dem Nachlass von Angela Blickle-Luoke sowie allfaelliger weiterer Ansprueche aus anderen Rechtsverhaeltnissen auseinandergesetzt.
7. Fuer die Form dieses Vertrages ist das Recht am Abschlussort massgebend. Fuer den Vertragsinhalt gilt Schweizer Recht. Bei Streitigkeiten aus diesem Vertrag ist ausschliesslich ein Schiedsgericht mit Sitz in Zuerich zustaanig, wobei ein durch die Kammer zu bestellender Einzelschiedsrichter entscheidet. Es sind die Regeln der Zuercher Handelskammer einschliesslich Mini Trial anwendbar. Die Parteien verzichten ausdruuecklich auf die Anfechtung eines Schiedsurteils.

Vorstehendes Protokoll wurde den Erschienenen vorgelesen, von ihnen genehmigt und eigenhaendig, wie folgt unterschrieben:

Dennis, 26. Dezember 2002



Holger Blickle

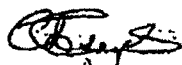


Clarissa Blickle



Cedrick Blickle

Then personally appeared before me the above named, and acknowledged the foregoing to be free act and deed.



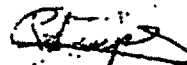
CORDELL JOSEPH
NOTARY PUBLIC
My Commission Expires May 8, 2009

Then personally appeared before me the above named, and acknowledged the foregoing to be free act and deed.



CORDELL JOSEPH
NOTARY PUBLIC
My Commission Expires May 8, 2009

Then personally appeared before me the above named, and acknowledged the foregoing to be free act and deed.



CORDELL JOSEPH
NOTARY PUBLIC
My Commission Expires May 8, 2009

- Seite 3/3 -

12/03/2007 MON 12:56 [TL/RX NO 6413] 004

STOFFEL 021084

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing Motion For Leave To Submit Supplemental Memorandum Of Law, Supplemental Memorandum of Law In Further Support of Motion to Dismiss, Declaration of John Fellas In Support of the Supplemental Memorandum Of Law, and Declaration of Francois Knoepfler all dated March 25, 2008, to be served by Federal Express this 25 day of March, 2008, to the following:

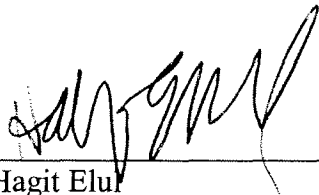
Scott S. Balber, Esq.
Chadbourn & Parke LLP
30 Rockefeller Plaza
New York, NY 10112

Martin J. Murray, Esq.
Law Offices of Martin J. Murray
475 Park Avenue South, 23rd Floor
New York, NY 10011

ATTORNEYS FOR PLAINTIFFS VISTRA TRUST COMPANY (JERSEY) LIMITED
AS TRUSTEE OF THE ALSAM; COLLEEN AND LOGANY SETTLEMENTS;
COLLEEN INVESTMENT AG; ALSAM HOLDING AG; PENNY ASSET AG;
LOGANY EQUITY AG; VIERWALDSTATTER BETEILIGUNGEN AG; CLARICK
AG; COLLEEN INVESTMENT, L.L.C.; LOGANY, L.L.C.; AND WILLIAM
TACON, RECEIVER AND MANAGER OF THE ASSETS OF MAYTOWN
UNIVERSAL SA AND PLYMPTON UNIVERSAL SA

I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 25, 2008
New York, New York


Hagit Elul